

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

MARGARET P. MCCONNELL	:	CIVIL ACTION
Plaintiff,	:	
	:	
v.	:	NO.
	:	
NEA MEMBERS INSURANCE TRUST,	:	
THE PRUDENTIAL INSURANCE	:	
COMPANY OF AMERICA	:	
Defendants	:	

NOTICE OF REMOVAL

AND NOW comes defendant, The Prudential Insurance Company of America (hereinafter "Prudential"), and for the purpose of removing this case to the United States District Court for the District of Delaware, respectfully avers as follows:

1. On or about January 29, 2007, Prudential received notice of a Summons and Complaint filed by Margaret P. McConnell in the Court of Common Pleas of the State of Delaware, New Castle County. A true and correct copy of the summons and complaint, is attached hereto as Exhibit "A."

2. This notice is therefore timely filed within the thirty (30) day period allowed by 28 U.S.C. § 1446(b).

3. Pursuant to 28 U.S.C. §§1331, 1441, 1446, Prudential requests removal of this action to the United States District Court for District of Delaware, which is the judicial district in which the action is pending.

4. Decedent Harry McConnell was a member of the National Education Association which and was covered under Member Insurance Group Policy No. GC-31490 issued by Prudential.

5. This case is removable to federal court because the allegations contained in the Complaint deal with rights conferred or alleged to be conferred under an employee welfare benefit plan, and are therefore governed by the provisions of the Employee Retirement Income Security Act of 1974, hereinafter referred to as "ERISA", 29 U.S.C. §§1001 *et seq.*

6. Removal of this action is, therefore, proper under Section 1331 of Title 28 of the United States Code because it is a civil action brought in state court over which the federal district courts would have had original jurisdiction had the action been commenced in a federal court.

7. Prudential has obtained the consent of the co-defendant, NEA Members Insurance Trust to the removal of this case to this court. See, Consent to Removal, attached hereto as Exhibit "B."

8. Upon filing the within Notice of Removal in the office of the Clerk of the United States District Court for the District of Delaware, Prudential has given notice to the plaintiff and obtained the consent of co-defendant and filed a copy of this Notice with the Clerk of Court for the Court of Common Pleas of New Castle County, Delaware.

WHEREFORE, respondent The Prudential Insurance Company of America prays that this suit be removed to this Honorable Court where it shall proceed as if originally commenced herein.

Respectfully submitted,

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

By: 

Megan Harper, Esquire
Attorney I.D. No. 4103
The Curtis Center, Suite 1130 East
Independence Square West
Philadelphia, PA 19106
(215) 627-6900
Attorney for Defendant
The Prudential Insurance Company of
America

Dated: February 21, 2007

EXHIBIT “A”

1/19/07 5983 285

IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

MARGARET P. MCCONNELL

Plaintiff,

v.

NEA MEMBERS INSURANCE TRUST;
PRUDENTIAL INSURANCE COMPANY
OF AMERICA

Defendants.

Civil Action No. 2007-01-187

Arbitration

PRAECIPE

TO: Clerk of the Court
Court of Common Pleas
New Castle County Courthouse
500 N. King Street
Wilmington, DE 19801

PLEASE ISSUE A SUMMONS AND COMPLAINT upon Jeffrey L.

Butler, Legal Beagles, Inc., to effectuate service of the Summons and Complaint upon the
defendant(s) as follows:

1. As to defendant NEA Members Insurance Trust, by serving the Delaware
Secretary of State pursuant to 10 Del. C. §3104;

2. As to defendant Prudential Insurance Company of America, by serving the
Delaware Insurance Commissioner at 841 Silver Lake Boulevard, Rodney Building, Dover,
Delaware 19904 pursuant to 18 Del. C. Section 525(a).

CHARLES GRUVER III, P.A.

Charles Gruver, III
724 Yorklyn Road, Suite 315
Hockessin, DE 19707
(302) 239-3911
Attorneys for Plaintiff

Dated: January 9, 2007

IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

MARGARET P. MCCONNELL

Plaintiff,

v.

NEA MEMBERS INSURANCE TRUST;
PRUDENTIAL INSURANCE COMPANY
OF AMERICA.

Defendants.

Civil Action No. 2007-01-187

Arbitration

SUMMONS

LEGAL BEAGLES
JEFFREY L. BUTLER
YOU ARE COMMANDED:

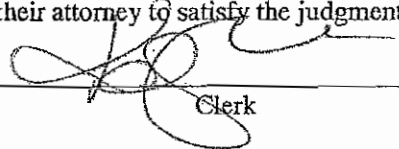
To Summons the above named defendant(s) and serve upon said defendant(s) a copy of this summons and complaint.

TO THE ABOVE NAMED DEFENDANT(S):

Within twenty (20) days after you receive this Summons, excluding the day you receive it, you must file an Answer to the attached Complaint if you want to deny the allegations. The original of your Answer must be filed with the Clerk's Office of the Court of Common Pleas, New Castle County Court House, 500 N. King Street, Wilmington and must include proof that a copy of the Answer was served on the plaintiffs or their attorney who is named on this Summons.

Failure to file an Answer denying the allegations will result in a judgment against you and action may be taken by the plaintiffs for their attorney to satisfy the judgment.

DATED: 1-12-07


Clerk

Charles Gruver, III, Esquire
724 Yorklyn Road, Suite 315
Hockessin, DE 19707
(302) 239-3911

IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

MARGARET P. MCCONNELL

Plaintiff,

v.

NEA MEMBERS INSURANCE TRUST;
PRUDENTIAL INSURANCE COMPANY
OF AMERICA

Defendants.

Civil Action No.

2007-01-187

Arbitration

COMPLAINT

1. For purposes of this litigation, Plaintiff can be contacted by and through her attorney, Charles Gruver III, P.A., at Suite 315, 724 Yorklyn Road, Hockessin, Delaware.

2. Defendant, Prudential Insurance Company of America, on information belief, is an insurance company licensed to do business in the State of Delaware. Service may be made by serving the Delaware Insurance Commissioner pursuant to 18 Del C. § 525(a).

3. Defendant NEA Members Insurance Trust conducts business within the State of Delaware and has its principal place of business located at 1776 West Lakes Parkway, West Des Moines, Iowa 50398. Service made be made on the Delaware Secretary of State pursuant to 10 Del. C. § 3104. The Defendants are hereinafter jointly and severally referred to as "Defendants".

FACTS

4. Decedent Harry McConnell (hereinafter "Decedent"), was the husband of Plaintiff.

5. On or before June 28, 2005, Decedent was insured by Defendants under an accidental death insurance policy (hereinafter "Policy"). A copy of the Policy is attached hereto and incorporated herein as Plaintiff's Exhibit A. Plaintiff was the beneficiary of the Policy and has standing to bring this action as a third party beneficiary.

6. Under the terms of the Policy, Defendants were responsible to pay to Plaintiff the applicable death benefits, assumed to be \$15,000.00, upon the accidental death of Decedent caused other than by a plane crash or automobile accident.

7. On or around June 12, 2005, Decedent was admitted to St. Francis hospital in Wilmington, Delaware because he had fainted at home. He was observed for 48 hours without exhibiting any further problems and was doing better. However, on June 15, 2005, the Decedent fell in his hospital room suffering a severe mid-femoral shaft fracture of the right leg. Blood clots developed and notwithstanding medical efforts, ischemia and gangrene with septicemia set in the right leg due to the accidental fall and he passed away on June 28, 2005. A copy of the discharge summaries are attached hereto and incorporated herein collectively as Plaintiff's Exhibit B. Decedent's death certificate evidencing his immediate cause of death being caused by right lower extremity ischemia and gangrene with septicemia is attached hereto and incorporated herein as Plaintiff's Exhibit C.

COUNT 1

8. Plaintiff realleges and restates paragraphs 1 through 7.

9. As Decedent's death was accidental, and fell within the terms and conditions of the Policy, Defendants have breached their contract responsibilities under the accidental life policy and Plaintiff has suffered compensatory damages in the amount of the applicable death benefits under the Policy. Defendants have refused to pay the insurance benefits despite demand.

COUNT II

10. Plaintiff realleges and restates paragraphs 1 through 9.

11. Defendants' failure to honor their contractual commitments was done in bad faith.

As such, Plaintiff is also entitled to punitive damages.

COUNT III

12. Plaintiff realleges and restates paragraphs 1 through 11.


13. Defendants' determination to refuse to make payment under the insurance contract was willful and/or wanton in nature. As such, Plaintiff is entitled to punitive damages.

WHEREFORE, Plaintiff prays as follows:

A. That the Court award her damages in the amount of the applicable accidental death benefit under the Policy, plus pre and post judgment interest.

- B. That the Court award Plaintiff's punitive damages for Defendants' bad faith and/or wanton actions in failing to honor their contractual commitments.
- C. That the Court award Plaintiff all attorney fees and costs incurred in this action.

CHARLES GRUVER III, P.A.



Charles Gruver, III
Suite 315
724 Yorklyn Road
Hockessin, DE 19707
(302) 239-3911
Attorney for Plaintiff

EXHIBIT A

This Certificate replaces any and all Certificates previously issued to the Member under the Group Accident Program of the NEA Members Insurance Trust by The Prudential Insurance Company of America. It is issued in consideration of the Member's application, a copy of which is attached hereto, and payment by the Member of the required contribution. The Certificate and the Member's application constitute the Member's record of the essential features of the insurance protection, including any protection and rights upon termination of the Member's insurance and the rights and requirements for establishment and payment of claim. All statements made in the Member's application will, in the absence of fraud, be deemed representations and not warranties and no statement will be used to invalidate the insurance or as a defense to a claim unless it is contained in the Member's application.

*The Prudential Insurance Company
of America*

(INSURANCE COMPANY)

CERTIFIES that the Member named below is insured under Group Policy No. GC-31490 issued to

NEA MEMBERS INSURANCE TRUST

See the Schedule of Benefits Face Page-Accidental Death and Dismemberment Plan

The Member is insured for Member Insurance. If the Member's Insurance Class, indicated above, is other than Class A, the Member is also insured for Dependents Insurance with respect to such of his or her qualified dependents as are included in the indicated Insurance Class, as described on the second page of this Certificate, subject to the provisions of the last paragraph on that page.

The terms "Member Insurance", "Dependents Insurance" and "Qualified Dependent" are defined in the section "Definitions" on the second page of this Certificate.

The amount(s) of insurance applicable are indicated in the section "Amount(s) of Insurance" on the second and third pages of this Certificate.

The provisions of the Group Policy principally affecting the Member's insurance are summarized on this and the following pages of this Certificate. All benefits are subject in every respect to the Group Policy which alone constitutes the agreement under which payments are made.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Group Accidental Death and Dismemberment Insurance Certificate

ORD 70134-3 ED 12-68

DEFINITIONS-As used in the Certificate, the following terms shall have the meanings set forth below:

"Association" means the National Education Association of the United States.

"Member" means a member of the Association who is also a member of the appropriate affiliated state or comparable educational association if such affiliated membership is available.

"Member Insurance" means insurance pertaining to a Member.

"Dependents Insurance" means insurance pertaining to the dependents of a Member.

"Qualified Dependent" means only an unmarried child of a Member, the spouse of a Member, or the parent of a Member or Member's spouse, excluding in any case:

- (a) a child less than fourteen days of age;
- (b) a child twenty-one or more years of age unless (i) dependent upon the Member for support and maintenance and (ii) less than twenty-five years of age;
- (c) the spouse of a Member, if legally separated from the Member;
- (d) a parent who is not a member of the Member's household or who has not been reported to the Insurance Company for the insurance; and
- (e) any spouse, child or parent who is also a Member of the Association and insured for Member Insurance.

A child insured as a qualified dependent of a male Member shall not be considered a qualified dependent of a female Member.

A Member's children shall include any stepchildren, legally adopted children, and foster children, provided such children are dependent upon the Member for support and maintenance and have been reported to the Insurance Company for the insurance.

"Qualified Aircraft" means any commercial, chartered, or private aircraft, including but not limited to jet and rotary winged aircraft, having a "Standard" Airworthiness Certificate or its foreign equivalent as well as transport aircraft of the Military Airlift Command (M.A.C.) or its foreign equivalent.

"Covered Individual" means a Member who is insured for Member Insurance or a qualified dependent with respect to whom a Member is insured for Dependents Insurance.

"Accident Loss Period" means (a) Ninety Days in the case of a Covered Individual age 70 or more and (b) One Year in the case of a Covered Individual less than age 70.

AMOUNT(S) OF INSURANCE-The amount of insurance applicable to each Covered Individual is determined in accordance with the following table according to the Member's Insurance Class, determined as follows:

Class A-Coverage for the Member only.

Class B-Coverage only for the Member and his or her Spouse.

Class C-Coverage for the Member, his or her Spouse and his or her Children.

Class D-Coverage only for the Member and his or her Children.

If a Member's Insurance Class is Class B, C, or D and if the Member ceases to have dependents within a class applicable to such Insurance Class, the Member's Insurance shall, from the date of such cessation, be (i) Class A in the case of a Member whose Insurance Class was previously Class B or D, or (ii) Class B or D whichever is applicable, in the case of a Member whose Insurance Class was previously Class C. Any change in a Member's Insurance Class in accordance with the foregoing shall automatically result in the amount of insurance of each Covered Individual with respect to whom the Member is insured being determined in accordance with the Member's new Insurance Class.

TABLE

Member's Insurance Class	Classification of a Covered Individual	Amount of Insurance		
		Column I*	Column II**	Column III***
A	Member	\$ 130,000****	\$ 30,000	\$ 30,000
B	Member	100,000****	20,000	20,000
	Spouse	30,000	10,000	10,000
C	Member	100,000****	20,000	20,000
	Spouse	15,000	5,000	5,000
	Child	15,000	5,000	5,000
D	Member	100,000****	20,000	20,000
	Child	30,000	10,000	10,000
A,B,C or D	Parent	7,500	5,000	2,500

* Column I amounts are applicable if the loss of the Covered Individual upon which claim is based (i) results from accidental bodily injury incurred while riding as a passenger in (including boarding and alighting from) a Qualified Aircraft or while riding as a passenger in (including boarding and alighting from) a land or water conveyance operated by a common carrier under a license for the transportation of passengers for hire and (ii) is other than loss of the index finger and thumb of the same hand.

** Column II amounts are applicable if the loss of the Covered Individual upon which claim is based (i) results from accidental bodily injury incurred while driving (other than driving for compensation or hire) or riding in (including boarding or alighting from) a private automobile of pleasure car design (including station wagon or similar body types) or a commercial automobile of a factory rated load capacity not exceeding one ton or as a result of being struck by a motor vehicle while the individual is not driving or riding in a motor vehicle and (ii) is other than loss of the index finger and thumb of the same hand.

*** Column III amounts are applicable if the loss of the Covered Individual upon which claim is based (i) results from accidental bodily injury incurred in a manner to which neither Column I nor Column II hereof applies or (ii) is the loss of the index finger and thumb of the same hand.

**** These Column I amounts will, on the Initial Increase Date (see cover page) and on each of the next four anniversaries of said Initial Increase Date, be increased by \$10,000, provided the Member was continuously insured under the Group Policy for one year prior to said Initial Increase Date and thereafter remains continuously so insured to each anniversary of said Initial Increase Date.

BENEFITS-A benefit is payable, subject to the provisions hereinafter stated, if a Covered Individual sustains accidental bodily injuries and, within the Accident Loss Period (specified in the "Definitions" of this Certificate) after such injuries are incurred, suffers a loss specified in the following table as a direct result of such injuries and independently of all other causes. The amount payable for such loss will be the applicable amount indicated below, but in no case more than the amount of insurance applicable to the Covered Individual for all losses suffered by the Covered Individual as a result of the same accident. Such amount will be paid by the Insurance Company in one sum to the Member, if living, otherwise to the Beneficiary designated by the Member.

<u>For Loss Of</u>	<u>Amount Payable</u>
Life	The Amount of Insurance
Two or more members	The Amount of Insurance
One member	One-Half the Amount of Insurance
Index Finger and Thumb of Same Hand	One-Quarter the Amount of Insurance

"Member", as used in the above table means hand, foot or sight of one eye. Loss, with regard to hand and feet shall mean loss by severance at or above the wrist or ankle; with regard to sight shall mean total and irrecoverable loss of sight and, with regard to index finger and thumb, loss of index finger and thumb shall mean loss by severance at or above the metacarpophalangeal joints.

EXCLUSIONS-The insurance does not cover any loss which results

- From suicide, or any attempt thereof, whether the Covered Individual is sane or insane or from intentionally self inflicted injury, or
- Directly or indirectly from bodily or mental infirmity or disease or medical or surgical treatment thereof, or
- From any infection, other than a pyogenic infection occurring through and at the time of an accidental cut or wound, or
- From war or any act of war (as used herein "war" means declared or undeclared war and includes resistance to armed aggression), or
- While the Covered Individual is on active duty in any military, naval or air force of any country, except as a reservist while called to duty for a training period not exceeding one month, or
- While riding or driving in races or while testing any automotive vehicle on a track, speedway or proving ground, or
- From riding in (including boarding and alighting from) any aircraft which is being used for any test or experimental purpose or if the Covered Individual is a pilot, officer or member of the crew of any aircraft or is operating or assisting in the operation of such aircraft or, in connection with the operation of such aircraft, (i) is giving or receiving any kind of training or instruction, or (ii) has any duties whatsoever aboard such aircraft while in flight, or
- From riding in (including boarding and alighting from) any kind of land or water conveyance operated by a common carrier if the Covered Individual is a driver, officer or member of the crew of such conveyance, or is operating or assisting in the operation of such conveyance or, in connection with the operation of such conveyance, (i) is giving or receiving any kind of training or instruction, or (ii) has any duties whatsoever aboard such conveyance while in transit. However, this item (h) shall not apply to a school bus driver or member of the crew on a school bus.

CLAIM-All benefits will be paid upon receipt of written proof covering the occurrence, character and extent of the event for which claim is made; except that written proof of the loss upon which claim may be based must be furnished to the Insurance Company within ninety days after the date of the loss.

Failure to furnish such proof within the required time shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

The Insurance Company at its own expense shall have the right and opportunity to examine the person whose injury is the basis of claim when and so often as it may reasonably require during pendency of claim.

No action at law or in equity shall be brought to recover under the Group Policy prior to the expiration of sixty days after written proof of the loss upon which claim is based has been furnished in accordance with the above requirements. No such action shall be brought more than three years after the expiration of the time within which proof of such loss is required.

BENEFICIARY-A Member's Beneficiary shall be the person designated by the Member, on a form furnished by or satisfactory to the Insurance Company, to receive any amount of insurance for which on account of the Member's death, the Member is unable to receive payment. The Member may, from time to time and without the consent of his or her Beneficiary, change the Beneficiary by filing written notice of the change through the Policyholder on a form furnished by or satisfactory to the Insurance Company, whereupon an acknowledgment of the change will be furnished the Member for attachment to this Certificate. The new designation shall take effect on the date the notice was signed, whether or not the Member is living when the acknowledgment of the change is furnished, but such change shall not take effect if the Insurance Company shall have made any payment before acknowledgment of the change. When a new designation takes effect, any interest of any previous Beneficiary shall thereupon cease.

If more than one Beneficiary is designated and in such designation the Member has failed to specify their respective interest, the Beneficiaries shall share equally. If any designated Beneficiary predeceases the Member, the interest of such Beneficiary shall terminate and shall be shared equally by such of the Beneficiaries as survive the Member, unless the Member has made written request to the contrary in his or her Beneficiary designation. Any amount of insurance for which there is no Beneficiary at the death of the Member shall be payable to the estate of the Member.

TERMINATION OF INSURANCE-If a Member is insured for Dependents Insurance with respect to one or more of his or her qualified dependents, such Member's Dependents Insurance with respect to each such qualified dependent will automatically terminate if the dependent ceases to be a qualified dependent.

If a Member is insured for Dependents Insurance with respect to one or more classes of his or her qualified dependents, and if such Member requests that insurance hereunder terminate with respect to any class, such Member's Dependents Insurance with respect to each qualified dependent included in such class will terminate on the premium due date coinciding with or next following the date such request is received by the Insurance Company.

If a Member who is insured for Dependents Insurance with respect to one or more parents requests that such insurance terminate with respect to any such parent, such insurance will terminate on the last day of the thirty-one day period commencing on the premium due date as of which the Member ceases to make the required contribution applicable to such parent's coverage.

All of a Member's insurance will automatically terminate on the date he or she ceases to be a member of the classes eligible for such insurance or if the Group Policy terminates. If, as of any premium due date, the Member has failed to make any required contribution then due, all of the Member's insurance will automatically terminate on the last day of the thirty-one day period commencing on such premium due date unless he or she makes such contribution prior to such last day. The Member shall cease to be included in the classes of Members eligible for insurance at the end of a period for which a premium charge under the Group Policy has been made with respect to the Member, if at that time, the Member fails to satisfy the requirement of being a Member of the Association.

If at any time it is determined that a contribution has been made and coverage continued after the date an individual ceased to be included in the classes of Members eligible for the insurance described in this Certificate, due to failure on the part of the individual to report to the Insurance Company such cessation of eligibility, such individual's insurance will be considered to terminate as of the most recent premium due date on which a contribution was made and an amount equal to such contribution shall be refunded to the individual, unless benefits have otherwise become payable under the Coverage.

EXHIBIT B

Discharge Summary (1)

FINAL DIAGNOSES:

1. Ischemic right lower extremity with gangrene and septicemia.
2. Congestive heart failure.
3. Dementia.
4. Chronic obstructive pulmonary disease.
5. Recent fractured right femur.
6. Chronic hypertension.
7. Deep vein thrombosis, right lower extremity, March of 2005.

HISTORY OF PRESENT ILLNESS: This 86-year-old white male with end stage ischemic cardiomyopathy, COPD, dementia, hypertension was in the Acute Care hospital and had fallen and fractured his right distal femur. This was repaired by Dr. D'Alonzo, but unfortunately his right leg became ischemic, and despite two embolectomies by Dr. Rao, the leg remained ischemic. It was deemed that he was not a candidate for an above-knee amputation because of his overall medical condition and the complexity of the fracture, etc., so therefore it was discussed with the family, and he was placed on hospice and comfort care only. He was therefore transferred up to TCU on 06/24/2005.

MEDICATIONS ON ADMISSION: Coreg, morphine sulfate/Roxanol, Seroquel.

PAST MEDICAL HISTORY: COPD, ischemic cardiomyopathy, dementia, right distal femur fracture, right lower extremity ischemia, as mentioned, chronic hypertension, abdominal aortic aneurysm, DVT in March of 2005, right lower extremity, BPH.

REVIEW OF SYSTEMS: As mentioned above.

INITIAL PHYSICAL EXAMINATION: That of an 86-year-old white male. Vital Signs: Temperature 98.2, blood pressure 118/50, pulse 77 and regular. Patient was lethargic. Skin: See right lower extremity. HEENT: Mouth was dry. Neck: Without carotid bruits or thyromegaly. Chest: Clear. Heart: Rhythm was regular, grade 2 systolic murmur. Abdomen: Soft, bowel sounds were normal. Right lower extremity: Showed the foot and up to the mid thigh cold, mottled. There were areas of breakdown beginning particularly in the area of the foot. There was marked swelling. There was an incision in the right calf area which was clean. Neurologic: Patient was lethargic, confused and disoriented, no focal weakness was noted.

HOSPITAL COURSE: Patient was admitted and placed into Heartland Hospice. He was started on Duragesic patch 50 mcg per hour and given Roxanol 10 to 20 mg sublingual q.4.h. for pain relief. This offered him several days of good pain relief, and he seemed to be

Catholic Health East	Pt. name: MCCONNELL, HARRY J
ST. FRANCIS HEALTHCARE SERVICES	Medical Record #: W1301126
<u>DISCHARGE SUMMARY</u>	Admission Date: 06/24/05 Acct#: W007066335
(0630-0095)	Consultant: Montigney, Paul W. M.
	D/C Date: 06/28/05 Rm: W621-2
	Pt. Status: DIS IN Pt. Loc.: WSNF

mostly comfortable right up until the end. His code status and hospice status was discussed thoroughly with the son, Jack McConnell, and the wife, Margaret McConnell, and they agreed fully with this, as we really could not do anything else for him. He peacefully expired at about 2 AM on the morning of 06/28.

DD: 06/28/2005

DD: 06/28/2005 TD: 06/29/2005
Job: 28626 PM/TL562

CC: PAUL MONTIGNEY, M.D.

Paul W. Montigney, M.D.

Catholic Health East	Pt. name: MCCONNELL, HARRY J
ST. FRANCIS HEALTHCARE SERVICES	Medical Record #: W1301126
<u>DISCHARGE SUMMARY</u>	Admission Date: 06/24/05 Acct#: W007066335
(0630-0095)	Consultant: Montigney, Paul W. M.
	D/C Date: 06/28/05 Rm: W621-2
	Pt. Status: DIS IN Pt. Loc.: WSNF

Discharge Summary (1)

FINAL DIAGNOSES:

1. Syncope.
2. Fractured right distal femur.
3. Right popliteal artery occlusion and subsequent ischemia.
4. Ischemic cardiomyopathy.
5. Chronic obstructive pulmonary disease.
6. Renal insufficiency.
7. Rule out history of deep vein thrombosis right lower extremity March of 2005.
8. Chronic cerebellar infarct.
9. Dementia.
10. Chronic colitis.
11. Abdominal aortic aneurysm.

PROCEDURES:

1. Displaced fracture right mid femur, with pinning.
2. Popliteal and femoral artery embolectomy x 2.

HISTORY OF PRESENT ILLNESS: This 86-year-old white male was noted at home to have fainted and become very weak. He was taken to the emergency room for evaluation, where they felt he should be observed at least for several days. He seemed to be a little bit dehydrated and was therefore admitted.

MEDS: On admission Aricept 10 mg daily; Celexa 20 mg daily; Coreg 3.125 daily; Flomax 0.4 daily; Lasix 40 daily; Zestril 20 daily; Seroquel 12.5 b.i.d.; K-Dur.

PAST MEDICAL HISTORY: Ischemic cardiomyopathy, cerebellar and cortical infarcts, dementia, renal insufficiency, BPH, abdominal aortic aneurysm, COPD, bilateral total hip replacements, cholecystectomy, bilateral cataract surgery.

REVIEW OF SYSTEMS: Lives at Arden Courts Dementia Unit. He does have a history of tobacco abuse, and in fact continues to smoke.

INITIAL PHYSICAL EXAM: An 86-year-old fairly frail white male. Temperature was normal, blood pressure of 105/60, pulse was 70 and regular. Skin was unremarkable. HEENT showed patient edentulous. Neck was supple without carotid bruits. Chest was clear to auscultation. Heart rhythm was regular with grad 3 systolic murmur. Abdomen was benign, without hepatosplenomegaly, masses, or bruits. Extremities were without edema. Pulses were decreased. There was no trauma noted.

INITIAL LAB DATA: EKG showed sinus rhythm with PACs. Initially hemoglobin was 13.2. BUN and creatinine were elevated with a

Catholic Health East	Pt. name: MCCONNELL, HARRY J
ST. FRANCIS HEALTHCARE SERVICES	Medical Record #: W1301126
<u>DISCHARGE SUMMARY</u>	Admission Date: 06/12/05 Acct#: W007026032
(0630-0080)	Consultant: Montigney, Paul W. M.
	D/C Date: 06/24/05 Rm: W404-1
	Pt. Status: DIS IN Pt. Loc.: W4IMC

creatinine of 1.5.

HOSPITAL COURSE: The patient was admitted and observed for 48 hours on monitor without any problems on his monitoring. He actually began to do a little bit better. He was going to be evaluated by PT for admission to probably Manor Care Nursing Facility which he has been in several times recently. However, unfortunately, on I think the 15th of June he fell in his room and sustained a severe fracture to his mid right femur.

He was seen by Dr. D'Alonzo who took him to the operating room, after a couple of days after reversal of his Coumadin, and fixed the fracture with screws and plates. Unfortunately, after the surgery he developed an acute ischemic right foot and lower leg, and Dr. Rao saw him in colonoscopy and proceeded to do an embolectomy, not once, but twice. However, neither of these was terribly effective despite using IV heparin, and it was concluded that his right lower extremity was not viable. After much discussion with the family it was decided that he would not survive any kind of major surgery to have an above the knee amputation, and therefore he was basically put on hospice type care. Also during the hospitalization he had some problems with renal insufficiency. He was also seen by cardiology who agreed with the present plan of action. He was eating very poorly throughout and in quite a bit of pain as well. It was decided that he would be transferred to the TCU unit because he was not a candidate for surgery and there was no way to really save or do much about his leg.

He will be transferred to TCU on Heartland Hospice, he will be a full DNR. He will be on Duragesic, and we will continue a few of his medicines including the Coreg, the Seroquel, and Prevacid. His prognosis is very poor, and the goal of therapy at this point is just to keep him as comfortable as possible.

DD: 06/27/2005

DD: 06/27/2005 TD: 06/29/2005

Job: 28298 PM/TL524

CC: PAUL MONTIGNEY, M.D.
RICHARD D'ALONZO, M.D.
D. BHASKARA RAO, M.D. (faxed)
KAMAR ADELEKE, MD. (faxed)

Paul W. Montigney, M.D.

Catholic Health East	Pt. name: MCCONNELL, HARRY J
ST. FRANCIS HEALTHCARE SERVICES	Medical Record #: W1301126
<u>DISCHARGE SUMMARY</u>	Admission Date: 06/12/05 Acct#: W007026032
(0630-0080)	Consultant: Montigney, Paul W. M.
	D/C Date: 06/24/05 Rm: W404-1
	Pt. Status: DIS IN Pt.Loc.: W4IMC

EXHIBIT C

CERTIFICATION OF VITAL RECORD									
OFFICE OF VITAL STATISTICS									
DEPARTMENT OF HEALTH AND SOCIAL SERVICES									
State of Delaware (107)									
LOCAL REG. NO.									
STATE FILE NUMBER									
DECEDENT		1. DECEDENT'S NAME (FIRST, MIDDLE, LAST)		2. SEX		3. DATE OF DEATH (MO., DAY, YR.)			
Harry J. McConnell		Male		June 28, 2005					
4. SOCIAL SECURITY NO.		5A. AGE (YR.)		5B. UNDER 1 YEAR		5C. UNDER 1 DAY		6. DATE OF BIRTH (MO., DAY, YR.)	
179 03 5490		86						Mar 4, 1919 Philadelphia, PA	
7. WAS DECEDENT EVER IN U.S. ARMED FORCES?		8. ANATOMICAL GIFT		9. PLACED OF DEATH (CHECK ONLY ONE - SEE INSTRUCTIONS ON OTHER SIDE)		10. RESIDENCE (SPECIFY)		11. OTHER	
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> GRANTED <input type="checkbox"/> NOT GRANTED		<input checked="" type="checkbox"/> HOSPITAL <input type="checkbox"/> OUTPATIENT <input type="checkbox"/> DOA <input type="checkbox"/> MURDER <input type="checkbox"/> HOME <input type="checkbox"/> OTHER		<input type="checkbox"/> RESIDENCE <input type="checkbox"/> OTHER		<input type="checkbox"/> OTHER	
12. FACILITY NAME (IF NOT INSTITUTION GIVE STREET AND NUMBER)		13. CITY, TOWN, OR LOCATION OF DEATH		14. COUNTY OF DEATH		15. KIND OF BUSINESS/INDUSTRY		16. STREET AND NUMBER	
Francis Hospital		Wilmington		New Castle		Chemicals		405 Hockessin Hills Road	
17. MARRIAGE STATUS - MARRIED (NEVER MARRIED, WIDOWED, DIVORCED, ETC.)		18. SURVIVING SPOUSE (IF WIFE GIVE MARRIAGE NAME)		19. DECEDENT'S USUAL OCCUPATION (DURING MOST OF WORKING LIFE, DO NOT USE RETIRED)		20. RACE - AMERICAN INDIAN, BLACK, WHITE, ETC. (SPECIFY)		21. DECEDENT'S EDUCATION (SPECIFY ONLY)	
Married		Margaret Spagnolo		Chemical Engineer		White		College (14 years)	
22. RESIDENCE - STATE		23. COUNTY		24. CITY, TOWN, OR LOCATION		25. STREET AND NUMBER		26. RACE - AMERICAN INDIAN, BLACK, WHITE, ETC. (SPECIFY)	
Delaware		New Castle		Hockessin		405 Hockessin Hills Road		White	
27. INSIDE CITY LIMITS (YES OR NO)		28. CODE		29. WAS DECEDENT OF HISPANIC ORIGIN? (SPECIFY NO OR YES, SPECIFY CUBAN, MEXICAN, PUERTO RICAN, ETC.)		30. RACE - AMERICAN INDIAN, BLACK, WHITE, ETC. (SPECIFY)		31. DECEDENT'S EDUCATION (SPECIFY ONLY)	
No		19707		<input type="checkbox"/> NO <input type="checkbox"/> YES		White		College (14 years)	
32. FATHER'S NAME (FIRST, MIDDLE, LAST)		33. MOTHER'S NAME (FIRST, MIDDLE, LAST)		34. MARITAL ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP CODE)		35. PLACE OF DEATH (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE)		36. LOCATION (CITY, TOWN, STATE)	
John McConnell		Anna Jacoby		405 Hockessin Hills Road, Hockessin, DE 19707		Mealey Funeral Homes		Wilmington, DE	
37. INFORMANT'S NAME (TYPE PRINT)		38. MARITAL ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP CODE)		39. PLACE OF DEATH (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE)		40. LOCATION (CITY, TOWN, STATE)		41. DATE SIGNED (MO., DAY, YR.)	
Margaret McConnell		405 Hockessin Hills Road, Hockessin, DE 19707		Mealey Funeral Homes		Wilmington, DE		JUL 6 2005	
42. METHOD OF DISPOSITION		43. LICENSE NUMBER (OF LICENSE)		44. NAME AND ADDRESS OF FACILITY		45. DATE SIGNED (MO., DAY, YR.)		46. DATE SIGNED (MO., DAY, YR.)	
<input type="checkbox"/> BURIAL <input checked="" type="checkbox"/> CREMATION <input type="checkbox"/> OTHER		K10080774		Mealey Funeral Homes		JUL 6 2005		JUL 6 2005	
47. REGISTRANT'S SIGNATURE		48. REGISTRANT'S NAME (TYPE PRINT)		49. REGISTRANT'S ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP CODE)		50. REGISTRANT'S PHONE NUMBER (AREA CODE, NUMBER)		51. REGISTRANT'S DATE SIGNED (MO., DAY, YR.)	
Charles E. Mealey		Margaret McConnell		405 Hockessin Hills Road, Hockessin, DE 19707		3891		6/28/05	
52. COMPLETE ITEMS 25-30 AND SIGNATURE OF CERTIFYING PHYSICIAN NOT AVAILABLE AT TIME OF DEATH		53. DATE OF DEATH		54. DATE OF DEATH		55. DATE OF DEATH		56. DATE OF DEATH	
		June 28, 2005		June 28, 2005		June 28, 2005		June 28, 2005	
57. TIME OF DEATH		58. TIME OF DEATH		59. TIME OF DEATH		60. TIME OF DEATH		61. TIME OF DEATH	
2:00		2:00		2:00		2:00		2:00	
62. CERTIFIER		63. CERTIFIER		64. CERTIFIER		65. CERTIFIER		66. CERTIFIER	
Paul W. Montoya		Paul W. Montoya		Paul W. Montoya		Paul W. Montoya		Paul W. Montoya	
67. NAME AND ADDRESS OF CERTIFIER WHO COMPLETED CAUSE OF DEATH (IF AVAILABLE)		68. NAME AND ADDRESS OF CERTIFIER WHO COMPLETED CAUSE OF DEATH (IF AVAILABLE)		69. NAME AND ADDRESS OF CERTIFIER WHO COMPLETED CAUSE OF DEATH (IF AVAILABLE)		70. NAME AND ADDRESS OF CERTIFIER WHO COMPLETED CAUSE OF DEATH (IF AVAILABLE)		71. NAME AND ADDRESS OF CERTIFIER WHO COMPLETED CAUSE OF DEATH (IF AVAILABLE)	
Paul W. Montoya, 4104 Parkside, Wilmington, DE, 19806		Paul W. Montoya, 4104 Parkside, Wilmington, DE, 19806		Paul W. Montoya, 4104 Parkside, Wilmington, DE, 19806		Paul W. Montoya, 4104 Parkside, Wilmington, DE, 19806		Paul W. Montoya, 4104 Parkside, Wilmington, DE, 19806	
72. WAS AN AUTOPSY PERFORMED?		73. MANNER OF DEATH		74. DATE OF INJURY (MO., DAY, YR.)		75. TIME OF INJURY		76. PLACE OF INJURY (AT HOME, PARK, STREET, FACTORY, OFFICE BUILDING, ETC. (SPECIFY))	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> NATURAL <input type="checkbox"/> ACCIDENT <input type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE <input type="checkbox"/> PERSONAL INVESTIGATION <input type="checkbox"/> UNDETERMINED							
77. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?		78. TIME OF INJURY		79. TIME OF INJURY		80. TIME OF INJURY		81. TIME OF INJURY	
<input type="checkbox"/> YES <input type="checkbox"/> NO									
82. PART I DO NOT ENTER THE MODE OF DYING SUCH AS CHOKING OR RESPIRATORY ARREST, SHOCK OR HEART FAILURE. LIST ONLY ONE CAUSE PER EACH LINE.		83. PART I DO NOT ENTER THE MODE OF DYING SUCH AS CHOKING OR RESPIRATORY ARREST, SHOCK OR HEART FAILURE. LIST ONLY ONE CAUSE PER EACH LINE.		84. PART I DO NOT ENTER THE MODE OF DYING SUCH AS CHOKING OR RESPIRATORY ARREST, SHOCK OR HEART FAILURE. LIST ONLY ONE CAUSE PER EACH LINE.		85. PART I DO NOT ENTER THE MODE OF DYING SUCH AS CHOKING OR RESPIRATORY ARREST, SHOCK OR HEART FAILURE. LIST ONLY ONE CAUSE PER EACH LINE.		86. PART I DO NOT ENTER THE MODE OF DYING SUCH AS CHOKING OR RESPIRATORY ARREST, SHOCK OR HEART FAILURE. LIST ONLY ONE CAUSE PER EACH LINE.	
Immediate Cause (FATAL DISEASE, INJURY OR CONDITION THAT IN YOUR OPINION CAUSED THE DEATH)		Immediate Cause (FATAL DISEASE, INJURY OR CONDITION THAT IN YOUR OPINION CAUSED THE DEATH)		Immediate Cause (FATAL DISEASE, INJURY OR CONDITION THAT IN YOUR OPINION CAUSED THE DEATH)		Immediate Cause (FATAL DISEASE, INJURY OR CONDITION THAT IN YOUR OPINION CAUSED THE DEATH)		Immediate Cause (FATAL DISEASE, INJURY OR CONDITION THAT IN YOUR OPINION CAUSED THE DEATH)	
Right lower extremity ischemia and gangrene with septicemia		Right lower extremity ischemia and gangrene with septicemia		Right lower extremity ischemia and gangrene with septicemia		Right lower extremity ischemia and gangrene with septicemia		Right lower extremity ischemia and gangrene with septicemia	
87. DATE		88. DATE		89. DATE		90. DATE		91. DATE	
JUL 6 2005		JUL 6 2005		JUL 6 2005		JUL 6 2005		JUL 6 2005	
92. PART II OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO CAUSE OF DEATH		93. PART II OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO CAUSE OF DEATH		94. PART II OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO CAUSE OF DEATH		95. PART II OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO CAUSE OF DEATH		96. PART II OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO CAUSE OF DEATH	
Ischemic Cardiomyopathy/ Fractured Right Femur		Ischemic Cardiomyopathy/ Fractured Right Femur		Ischemic Cardiomyopathy/ Fractured Right Femur		Ischemic Cardiomyopathy/ Fractured Right Femur		Ischemic Cardiomyopathy/ Fractured Right Femur	

147574

TO HOSPITAL OR PHYSICIAN - DELAWARE LAW REQUIRES THAT THE DEATH CERTIFICATE BE EXECUTED WITHIN 72 HOURS AFTER DEATH

REV. 9/99

(1) ORIGINAL COPY-STATE

This is to certify that this is a true and correct reproduction or abstract of the official record filed with the Delaware Division of Public Health.

Any alteration of this document is prohibited. Do not accept unless on security paper with the raised seal of the Office of Vital Statistics.

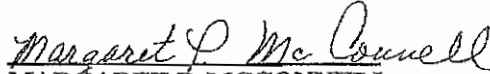
State Registrar

VERIFICATION OF MARGARET P. MCCONNELL


STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 6th day of December, 2006, personally appeared before me, the undersigned, a Notary Public for the County and State aforesaid, **MARGARET P. MCCONNELL**, who being by me duly sworn according to law, did depose and say:

1. She is the wife of Decedent Harry McConnell, a Plaintiff in this matter.
2. She has personal knowledge of the facts stated in the Complaint, has reviewed them, and the information set forth therein is true and correct to the best of her knowledge, information and belief.


MARGARET P. MCCONNELL

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.


Notary Public

CHARLES GRUVER, III
ATTORNEY-AT-LAW
NOTARIAL OFFICER
29 Del. C. §4323(a)(3)

CIVIL CASE INFORMATION STATEMENT (CIS) COURT OF COMMON PLEAS

COUNTY: (N) K S

CIVIL ACTION NUMBER: _____

Civil Case Type: ARBC
(SEE REVERSE SIDE FOR TYPE)

<p>Caption:</p> <p><u>Margaret P. McConnell</u> <u>Plaintiff</u></p> <p><u>NEA Members Insurance Trust,</u> <u>Prudential Insurance Company</u> <u>of America</u></p>	<p>Name and Status of Party filing document:</p> <p><u>Plaintiff</u></p> <p>DOCUMENT TYPE: (E.G.; COMPLAINT; ANSWER WITH COUNTERCLAIM)</p> <p><u>Complaint</u></p> <p>Non-Arbitration _____ (CERTIFICATE OF VALUE MAY BE REQUIRED)</p> <p>Arbitration <input checked="" type="checkbox"/> Mediation _____ Neutral Assessment _____</p> <p>Defendant (Circle One) ACCEPT REJECT</p> <p>JURY DEMAND YES _____ NO <input checked="" type="checkbox"/></p> <p>If Yes -- please attach \$175.00 filing fee for Prothonotary.</p>
<p>ATTORNEY NAME(S):</p> <p><u>Charles Gruver III</u></p> <p>ATTORNEY ID(S):</p> <p><u>#433</u></p> <p>FIRM NAME:</p> <p><u>Charles Gruver III, P.A.</u></p> <p>ADDRESS:</p> <p><u>724 Yorklyn Rd, Suite 315</u> <u>Hockessin, DE 19707</u></p> <p>TELEPHONE NUMBER:</p> <p><u>302-239-3911</u></p> <p>FAX NUMBER:</p> <p><u>302-239-3980</u></p> <p>E-MAIL ADDRESS:</p> <p><u>cgruverlaw@verizon.net</u></p>	<p>IDENTIFY ANY RELATED CASES NO PENDING BY CAPTION AND CIVIL ACTION NUMBER:</p> <p>_____</p> <p>EXPLAIN THE RELATIONSHIP(S):</p> <p>_____</p> <p>_____</p> <p>OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT:</p> <p>_____</p> <p>_____</p> <p>(IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGE)</p>

THE CLERK WILL NOT PROCESS THE COMPLAINT, ANSWER, OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.

EXHIBIT “B”

02/13/2007 13:48 FAX 12156270635

WILSON, ELSER ET AL

003

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWAREMARGARET P. MCCONNELL
Plaintiff,

v.

NEA MEMBERS INSURANCE TRUST,
THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
Defendants

CIVIL ACTION

NO.

(On Removal from the Court of Common
Pleas of the State of Delaware - New
Castle County)CONSENT TO REMOVAL OF ACTION

Defendant NEA MEMBERS INSURANCE TRUST hereby advises this Court that it consents to the removal of the state court action described in the Notice of Removal filed by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA.

The undersigned states that s/he has authority to give consent to removal this action on behalf of NEA MEMBERS INSURANCE TRUST.

By:
(Print Name)

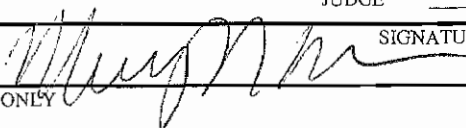
Robert H. Chanin
Robert H. Chanin
Secretary of NEA
Members Insurance
Trust

JS44 (Rev. 11/04)

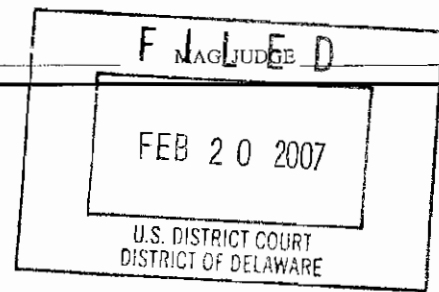
CIVIL COVER SHEET (Revised)

APPENDIX H

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS MARGARET P. MCCONNELL (b) County of Residence of First Listed Plaintiff <u>New Castle County, Delaware</u> (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorney's (Firm Name, Address and Telephone Number) Charles Gruver, III, Esquire Charles Gruver, III, P.A. 724 Yorklyn Road, Suite 315 Hockessin, DE 19707 302-239-3911		DEFENDANTS NEA MEMBERS INSURANCE TRUST; THE PRUDENTIAL INSURANCE COMPANY OF AMERICA County of Resident of First Listed <u>Polk County, Iowa</u> (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. Attorneys (If Known) Attorney for NEA Megan N. Harper, Esquire Members Insurance Wilson, Elser, Moskowitz, Edelman & Dicker LLP Trust: UNKNOWN The Curtis Center, Suite 1130 East Philadelphia, PA 19106 215-627-6900 (Attorney for The Prudential Insurance Co. of America)																									
II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input checked="" type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)		III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> </thead> <tbody> <tr> <td>Citizen of this State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporates or Principal Place of Business in this State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporates and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </tbody> </table>			PTF	DEF		PTF	DEF	Citizen of this State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporates or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporates and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																						
IV. NATURE OF SUIT (Place an "X" in One Box Only) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>CONTRACT</th> <th>TORTS</th> <th>FORFEITURE/PENALTY</th> <th>BANKRUPTCY</th> <th>OTHER STATUTES</th> </tr> </thead> <tbody> <tr> <td> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise </td> <td> PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 366 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability </td> <td> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act </td> <td> <input type="checkbox"/> 422 Appeal 28 USC <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 </td> <td> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fed Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes </td> </tr> <tr> <td> REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property </td> <td> CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights </td> <td> PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition </td> <td colspan="2"></td> </tr> </tbody> </table>				CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. 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Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 366 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fed Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition											
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES																							
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 366 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fed Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes																							
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V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY) <input type="checkbox"/> 1 Original Proceeding <input checked="" type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify) <input type="checkbox"/> 6 Multidistrict Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment																											
VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity): ERISA 29 U.S.C. 331001 et seq. Brief description of cause: Request for benefits under accidental death policy																											
VII. REQUESTED IN COMPLAINT: <input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$15,000 plus interest and punitive damages CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input type="checkbox"/> No																											
VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____																											
DATE February 21, 2007 SIGNATURE OF ATTORNEY OF RECORD 																											
FOR OFFICE USE ONLY RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____																											

235137.1



FILED
CLERK U.S. DISTRICT COURT
DISTRICT OF DELAWARE

2007 FEB 20 PM 4:37

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 07 - 95

ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 4 COPIES OF AO FORM 85.

2/20/07

(Date forms issued)

X Jeffrey Holden

(Signature of Party or their Representative)

(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action